

Rev. 9/30/2003

Attorney Docket No. CNTW-023/01US

PATENT

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Date of Deposit: December 13, 2005

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By: Sherry Duncan Bitler
Sherry Duncan Bitler

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of J. S. WOLF

Confirmation No.: 9526

Serial No.: 09/877,209

Group Art Unit: 2136

Filed: 06/08/2001

Examiner: P. PARTHASARATHY

FOR: NETWORK CONFIGURATION MANAGER

Mail Stop Patent Application

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

TRANSMITTAL

Enclosed are the following documents:

- ☒ Revocation and New Power by Assignee and Statement Under 37 CFR 3.73(b); and
- ☒ Return receipt postcard

The Commissioner is hereby authorized to charge any appropriate fees under 37 C.F.R. §§1.16, 1.17, and 1.21 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283.

Dated: December 13, 2005

COOLEY GODWARD LLP
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11951 Freedom Drive
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244499 v1/CO

Respectfully submitted,
COOLEY GODWARD LLP

By:

Sean R. O'Dowd
Sean R. O'Dowd
Reg. No. 53,403

Attorney Docket No. CNTW-023/01US

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Alexandria, VA 22313-1450

**REVOCATION AND NEW POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

☒ An assignment document, a copy of which is enclosed herewith;

Rev. 03/19/2003

Attorney Docket No. CNTW-023/01US

Application Serial No. 09/877,209

Page 2

☐ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel , Frame .

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP

ATTN: Patent Group

One Freedom Square

Reston Town Center

11951 Freedom Drive

Reston, VA 20190-5656

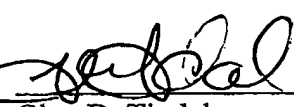
Tel: (720) 566-4035

Fax: (720) 566-4099

CUSTOMER NUMBER: **22903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee..

Date: 10/25/05

Signature: 

Name: Glen D. Tindal

Title: Chief Technology Officer

Company: INTELLIDEN

236586 v1/CO

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF
COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Gold Wire Technology Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: July 30, 2004

2. Name and address of receiving party(ies)

Name: Intelliden Inc.

Street Address: 90 South Cascade Avenue, Suite 500

City: Colorado Springs State: CO Zip: 80903

Additional name(s) & address(es) attached? No ☒ Yes ☐

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/877,209

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Patent Group

Street Address: One Freedom Square, Reston Town Center,
11951 Freedom Drive

City: Reston State: VA Zip: 20190-5656

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41)\$40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 50-1283

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Sean R. O'Dowd, Reg. No. 53,403

Name of Person Signing



Signature

December 13, 2005

Date

Total number of pages including cover sheet, attachments, and documents: [11]

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office

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By: Sherry Duncan Bitler
Sherry Duncan Bitler

ASSET PURCHASE AGREEMENT

among:

GOLD WIRE TECHNOLOGY INC.
a Delaware corporation;

INTELLIDEN, INC.
a Delaware corporation;

and

James Kelly,
as Seller Representative

Dated as of July 30, 2004

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List of Exhibits

Exhibit A – Definitions

Exhibit B – Plan of Dissolution

Exhibit C – Excluded Assets

Exhibit D – Assumption Agreement

Exhibit E – Employees Offered Employment

Exhibit F – Purchaser Pipeline Report

Exhibit G – Seller Pipeline Report

Exhibit H – Form of SPVC Subordination and Waiver Agreement

Schedules:

Schedule 1.2(b)(iv)

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of July 30, 2004, by and between **GOLD WIRE TECHNOLOGY, INC.**, a Delaware corporation (the "Seller"); **INTELLIDEN, INC.**, a Delaware corporation (the "Purchaser"). In addition, James Kelly, as representative of the Seller (the "Seller Representative"), is a party to this Agreement for the limited purposes set forth in Section 10.1 of this Agreement. Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. This Agreement contemplates a transaction in which (i) the Seller sells substantially all of its assets to the Purchaser on the terms set forth in this Agreement, and (ii) the Purchaser assumes certain specified liabilities of the Seller.

B. This Agreement has been approved by the respective boards of directors of Seller and Purchaser and by the written consent of Seller's stockholders.

C. The board of directors of the Seller has adopted a Plan of Dissolution in the form attached hereto as Exhibit B (the "Plan of Dissolution") which contemplates that the Seller, subject to the approval of its stockholders, elect voluntarily to wind up and dissolve pursuant to the Delaware General Corporation Law (the "DGCL").

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF ASSETS; RELATED TRANSACTIONS.

1.1 Sale of Assets. Subject to the terms and conditions set forth in this Agreement, the Seller shall sell, assign, transfer, convey and deliver to the Purchaser, at the Closing (as defined below), good and valid title to the Assets (as defined below), free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets of the Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles), *provided, however*, that the Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Assets shall include:

(1) all accounts receivable of the Seller (including all accounts receivable identified in Part 2.7 of the Disclosure Schedule not yet collected as of the Closing Date and all accounts receivable of the Seller that have arisen since April 30, 2004 that have not been collected as of the Closing Date), excluding the accounts receivable specifically identified on Exhibit C as part of the Excluded Assets;

(2) all inventories and work-in-progress of the Seller, and all rights to collect from customers (and to retain) all fees and other amounts payable, or that may

become payable, to the Seller with respect to services performed on behalf of the Seller on or prior to the Closing Date;

(3) all equipment, computers, machinery, materials, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements and other tangible assets of the Seller (including the tangible assets identified in Part 2.8 of the Disclosure Schedule);

(4) all advertising and promotional materials possessed by the Seller;

(5) all Intellectual Property and Intellectual Property Rights and related goodwill of the Seller (including the right to use the name "Gold Wire Technology" and variations thereof, and the Intellectual Property and Intellectual Property Rights identified in Part 2.9 of the Disclosure Schedule);

(6) all rights of the Seller under the Seller Contracts and Seller IP Contracts (including the Seller Contracts identified in Part 2.10 of the Disclosure Schedule and the Seller IP Contracts identified in Part 2.9 of the Disclosure Schedule), except for any Contracts identified on Exhibit C as part of the Excluded Assets;

(7) all Governmental Authorizations held by the Seller;

(8) all claims (including claims for past infringement or misappropriation of Intellectual Property or Intellectual Property Rights) and causes of action of the Seller against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller and whether now known or hereafter to become known), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by the Seller (regardless of whether such rights are currently exercisable);

(9) the letter of credit securing the real property lease identified in Part 2.8 of the Disclosure Schedule; and

(10) all books, records, files and data of the Seller related to the Assets or Assumed Liabilities (as defined below), subject to Seller's right of access at reasonable times during normal business hours for a period of two years after the Closing, upon reasonable notice provided to the Purchaser, of such books, records, files and data.

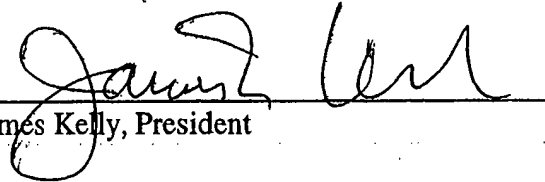
Seller, as of the Closing Date, hereby irrevocably assigns, conveys and otherwise transfers to Purchaser, and its respective successors and assigns, all of Seller's rights, title and interest anywhere in the world in and to the Assets. In the event that any right (including, without limitation, moral rights) in the Assets cannot be assigned, Seller hereby waives enforcement anywhere in the world of such right against such Purchaser and its successors and assigns and agrees to exclusively license such right (with the right to sublicense) worldwide to Purchaser any and all such rights Seller may have in and to the Assets or any portion thereof.

1.2 Purchase Price.

Page 3 through 37 have been redacted

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first above written.

GOLD WIRE TECHNOLOGY INC.
a Delaware corporation

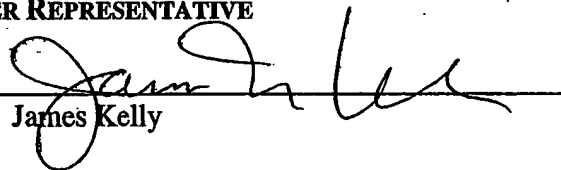
By: 
James Kelly, President

INTELLIDEN, INC.
a Delaware corporation

By: _____
Charles Boynton, Chief Financial Officer

The undersigned, Seller Representative, has executed this Agreement for the limited purposes set forth in Section 10.1 of this Agreement.

SELLER REPRESENTATIVE

By: 
James Kelly

Exhibits and Schedules Are Not Attached